



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorizing Professional Services Agreement with Northern California Power Agency for Interim Electric Utility Director Services (\$40,000)

MEETING DATE: September 7, 2005

PREPARED BY: Jere Kersnar, Interim Deputy City Manager

RECOMMENDED ACTION: Authorization of a professional services agreement with the Northern California Power Agency (NCPA) for Interim Electric Utility Director services, in an estimated amount of \$40,000.

BACKGROUND INFORMATION: The last day of employment for the former Electric Utility Director was August 29, 2005. In order to provide for a smooth leadership transition, staff has been in contact with NCPA about providing someone from their staff to serve as Interim Electric Utility Director, beginning September 6, 2005.

Staff seeks City Council authorization for the professional services agreement for these services, since the total amount of the contract is anticipated to exceed the \$20,000 threshold included in the new Purchasing Ordinance. The agreement calls for a payment of \$600 per day, with an anticipated term through December, 2005. Thus, the total payment would be approximately \$40,000 (assuming 66 working days x \$600 = \$39,600). It should be noted that this payment is "fully loaded", and no benefit costs or other costs will be added.

FISCAL IMPACT: The \$600 per day figure is within the budgeted figures for salary plus benefit costs for the Electric Utility Director position, so the fiscal impact of this change will be positive.

FUNDING AVAILABLE: Funds are available in salary and benefit accounts to cover these contract costs; any necessary budget transfers will be reflected in the Mid-Year Budget revisions.

Ruby R. Parite for
James R. Krueger, Finance Director

Jere A. Kersnar
Jere A. Kersnar, Interim Deputy City Manager

Attachment: Letter agreement with NCPA

APPROVED: *Blair King*
Blair King, City Manager

RESOLUTION NO. 2005-185

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH NORTHERN CALIFORNIA
POWER AGENCY FOR INTERIM ELECTRIC
UTILITY DIRECTOR SERVICES

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the Professional Services Agreement with Northern California Power Agency for its employee, David L. Dockham, to provide Interim Electric Utility Director services to the City of Lodi, as shown on Exhibit A attached hereto.

Dated: September 7, 2005

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I hereby certify that Resolution No. 2005-185 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 7, 2005, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce,
and Mayor Beckman

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk

EXHIBIT A

Date: August 30, 2005

To: Blair King
Lodi City Manager

RE: Letter of Agreement for Consulting Services between NCPA and the City of Lodi

The City of Lodi requests that the Northern California Power Agency (NCPA) allow **David L. Dockham** (employee), Industry Restructuring and Interconnection Affairs Coordinator for NCPA to provide consulting services to the **City of Lodi**. The Letter of Agreement sets forth the terms and conditions of this consulting agreement between the parties.

NCPA will make available its employee to provide consulting support to the City of Lodi beginning on September 6, 2005 and, continuing through December 6, 2005. Such support shall not exceed twenty two (22) days in any calendar month, unless otherwise agreed to by the parties to this agreement. A description of the services to be provided to the City of Lodi is set forth in Exhibit A attached to and made part of this agreement.

The City of Lodi shall reimburse NCPA at the rate of \$600 per day for all consulting services provided by employee during the term of this agreement. The City of Lodi will provide employee with transportation and gas. NCPA shall provide a statement of days worked to the City of Lodi on a monthly basis and all such statements shall be paid by the City of Lodi to NCPA within thirty (30) days thereafter. Employee shall provide documentation of reimbursable expenses directly to the City of Lodi, and shall be directly reimbursed within two weeks of submission of his expenses.

Both parties to this agreement shall have the right to terminate this agreement at any time by providing at least ten (10) days written notice to the other party. In the event that a party gives notice of termination, NCPA shall provide the City of Lodi with a final statement of days worked and expenses incurred through the date of termination and, the City of Lodi shall pay NCPA for the days worked and all expenses incurred.

To the extent permitted by law, the City of Lodi agrees to indemnify, protect, defend and hold harmless NCPA, its Commission, officers, employees, agents and insurers from and against any claim, injury, liability, loss, cost and/or expense or damage, including all costs and reasonable attorney's fees in providing defense to any claim, arising from the consulting services being provided to the City of Lodi by NCPA through its employee during the term of this agreement. This indemnity, defense and hold harmless agreement shall not apply to the extent that the claim arises from the negligence, intentional misconduct or breach of contract of NCPA, or its officers, employees or agents, other than Mr. Dockham while acting in his capacity as the interim Electric Utility Director for the City of Lodi.

This agreement shall be governed and interpreted under the laws of the State of California.

The parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly and authorized representatives. It is

the intent of the parties that this agreement shall become operative on the effective date which is September 6, 2005.

Approved by:

Northern California Power Agency
180 Cirby Way
Roseville, CA 95678

Telephone: (916) 781-4200
Facsimile: (916) 781-4254

James H. Pope
General Manager, NCPA

Date

City of Lodi
1331 South Ham Lane
Lodi, CA 95242-3995

Telephone: (209) 333-6702
Facsimile: (209) 333-6807

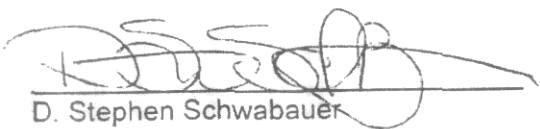
Blair King
Lodi City Manager

Date

Attest:

Susan J. Blackston
City Clerk

Approved as to Form:



D. Stephen Schwabauer
City Attorney

Attachment: Exhibit A- Scope of Services